GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

CA,F&CS Department - The Andhra Pradesh Direct Selling Guidelines,2017- Notification- Orders- Issued.

CONSUMER AFFAIRS, FOOD & CIVIL SUPPLIES (CS-II) DEPARTMENT

G.O.MS.No. 21 Dated: 08-12-2017
Read:

GSR 1013(E), dated:26th October,2016 (Gazette of India), Department of Consumer Affairs, Government of India.

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ORDER:

The appended notification will be published in English, Telugu and Urdu in the Andhra Pradesh Gazette.

2. The Director of Printing & Stationery, Vijayawada is requested to publish the notification in the Extraordinary issue of the Andhra Pradesh Gazette dated: 11**.12.2017**. The Telugu and Urdu translation of the Notification will be furnished by the Director of Translation to the Director of Printing & Stationery, Vijayawada for publication of the same under intimation to this Department and General Administration Department. He is also requested to take necessary action to publish the same in the District Gazettes. He is also requested to send 200 Gazette copies of the Notifications to this Department. The Director of Translation is requested to furnish forthwith the translation of the Notification into the Regional Languages concerned directly to the Director of Printing & Stationery, Vijayawada to enable them to publish the same in the Andhra Pradesh Gazette and District Gazette.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

B.RAJSEKHAR
EX.OFFICIO PRINCIPAL SECRETARY TO GOVERNEMENT

To

The Director of Printing, Stationery and Stores Purchase (Printing Wing), Vijayawada for publication of the Notification in an extraordinary issue of the Andhra Pradesh Gazette and District Gazette.
Copy to:
The Commissioner of Civil Supplies, Government of Andhra Pradesh, Vijayawada(2 copies)
Copy to
The P.S to Minister for Food and Civil Supplies, Andhra Pradesh Secretariat, Velagapudi, Guntur District
The Prl. Secretary to Industries and Commerce Department, Andhra Pradesh Secretariat, Velagapudi, Guntur District
The Prl. Secretary to IT & Electronics and Communication Department, Andhra Pradesh Secretariat, Velagapudi, Guntur District
All District Collectors of Andhra Pradesh
The Scrutiny Cell of Law Department, Velagapudi, Guntur Dist.
The Secretary to the Chief Minister, government of Andhra Pradesh for kind information
The Under Secretary, Department of Consumer Affairs, Ministry of Food and Public Distribution, Krishi Bhavan, New Delhi.
Copy to all Joint Collectors of Andhra Pradesh
Copy to all District Supply Officers in the State for information and necessary action.
SF/SC

// FORWARDED BY ORDER//

SECTION OFFICER

NOTIFICATION

With the prior concurrence of the Central Government vide F.No.21/18/2014-IT(Vol-II), Ministry of Consumer Affairs, Food & Public Distribution, Department of Food & Public Distribution, dated:09.09.2016 the Governor of Andhra Pradesh hereby makes the following Order, namely:

Short title, extent and commencement:-

(1) This order may be called the "The Andhra Pradesh Direct Selling Guidelines order, 2017".

(2) It extends to the whole of the State of Andhra Pradesh.

(3) It shall come into force with immediate effect.

Clause-1: - Definitions:

In these Guidelines unless and otherwise required:

1. "Act" means the Consumer Protection Act, 1986 (68 of 1986);
2. "Consumer" shall have the same meaning as provided under the Consumer Protection Act, 1986;
3. "Prospect" means a person to whom an offer or a proposal is made by the Direct Seller to join a Direct Selling opportunity;
4. "Direct Seller" means a person appointed or authorized, directly or indirectly, by a Direct Selling Entity through a legally enforceable written contract to undertake direct selling business on principal to principal basis.
5. "Network of Direct Selling" means a network of direct sellers at different levels of distribution, who may recruit or introduce or sponsor further levels of direct sellers, who they then support:

   Explanation: "network of direct selling" shall mean any system of distribution or marketing adopted by a direct selling entity to undertake direct selling business in accordance with these Guidelines, and shall include the multi-level marketing method of distribution.

6. "Direct Selling" means marketing, distribution and sale of goods or providing of services as a part of network of Direct Selling other than under a pyramid scheme;

   Provided that such sale of goods or services occurs otherwise than through a "permanent retail location" to the consumers, generally in their houses or at their workplace or through explanation and demonstration of such goods and services at a particular place.

   Explanation: "Permanent retail location" includes such place, location or premises where the seller conducts sales in the ordinary course of business

7. "Direct Selling Entity", means an entity, not being engaged in a pyramid scheme, which sells or offers to sell goods or services through a direct seller.

   Provided that "Direct Selling Entity" does not include any entity or business notified otherwise by the Government for the said purpose from time to time.

8. "Goods" means goods as defined in the Sale of Goods Act, 1930 and "Service" means service as defined in the Consumer Protection Act, 1986;

9. "Saleable" shall mean, with respect to goods or services, unused and marketable, which has not expired, and which is not seasonal, discontinued or special promotion goods or services;

10. "Cooling-off Period" means the duration of time counted from the date when the direct seller and the direct selling entity enter into an agreement under Clause 4 and ending with date on which the contract is to be performed and within which the direct seller may repudiate the agreement without being subject to penalty for breach of contract;

11. "Pyramid Scheme" means:

A multi layered network of subscribers to a scheme formed by subscribers enrolling one or more subscribers in order to receive any benefit, directly or indirectly, as a result of enrolment, action or performance of additional subscribers to the scheme. The subscribers enrolling further subscriber(s) occupy higher position and the enrolled subscriber(s) lower position, thus, with successive enrolments, they form multi-layered network of subscribers.

Provided that the above definition of a "Pyramid Scheme" shall not apply to a multi layered network of subscribers to a scheme formed by a Direct Selling Entity, which consists of subscribers enrolling one or more subscribers in order to receive any benefit, directly or indirectly, where the benefit is as a result of sale of goods or services by subscribers and the scheme/financial arrangement complies with all of the following:

(a) It has no provision that a Direct Seller will receive remuneration or incentives for the recruitment / enrolment of new participants.

(b) It does not mandatorily require a participant to purchase goods or services:

(i) for an amount that exceeds an amount for which such goods or services can be expected to be sold or resold to consumers;

(ii) for a quantity of goods or services that exceeds an amount that can be expected to be consumed by, or sold or resold to consumers;

(c) It does not require a participant to pay any entry/registration fee, cost of sales promotion equipment and materials or other fees relating to participation;

(d) It provides a participant with a written contract describing the "material terms" of participation;

(e) It allows or provides for a participant a reasonable cooling- off period to participate or cancel participation in the scheme and receive a refund of any consideration given to participate in the operations;

(f) It allows or provides for a buy-back or repurchase policy for "currently marketable" goods or services sold to the participant at the request of the participant at reasonable terms;

(g) It establishes a grievance redressal mechanism for consumers, more

particularly described in under the definition of direct selling entity herein.

Explanation 1 – For the purposes of this proviso the term "material terms" shall means buy-back or repurchase policy, cooling-off period, warranty and refund policy

12. "Money Circulation Scheme" has the same meaning as defined under the Prize Chits and Money Circulation Schemes (Banning) Act, 1978.

13. "Remuneration System" means the system followed by the direct selling entity to compensate the direct seller which illustrates the mode of sharing of incentives, profits and commission, including financial and non-financial benefits, paid by the direct selling entity to the direct sellers, on a monthly or periodic or yearly basis or both, as the case may be. This system, for every Direct Selling entity, shall:

(a) Have no provision that a direct seller will receive remuneration from the recruitment to participate in such direct selling;

(b) ensure that direct sellers shall receive remuneration derived from the sale of goods or services by such direct sellers;

(c) clearly disclose the method of calculation ofremuneration.

14. 'State' means the State of Andhra Pradesh

15. **Registering Authority: "**Registering Authority" means, the Commissioner, Industries & Commerce Department having jurisdiction over the area in respect of State of Andhra Pradesh.

16. "Disciplinary Authority" means the Joint collector of the districts having jurisdiction over the area in respect of State of Andhra Pradesh.

17. "Appellate Authority" means the Collector of the districts having jurisdiction over the area in respect of State of Andhra Pradesh.

18. "Revision Authority" means the Commissioner, Industries & Commerce having jurisdiction over the area in respect of State of Andhra Pradesh.

Clause2.Conditions for setting up of Direct Selling business:

Every Direct selling entity intending to carry out direct selling business subsequent to the publication of the notification in the Gazette of Andhra Pradesh, shall within 90 days comply with the following set of conditions for the conduct of direct selling business:

The direct selling entity shall:

1. Be a registered legal entity under the laws of India.
2. Provide a mandatory orientation session to all prospective direct sellers providing fair and accurate information on all aspects of the direct selling operation, including but not limited to the remuneration system and expected remuneration for newly recruited direct sellers;
3. Provide accurate and complete information to prospective and existing direct sellers concerning the reasonable amount of remuneration opportunity, and related rights and obligations;
4. Pay all dues and make withholdings from direct sellers in a commercially

reasonable manner;

5. Notify and provide a full refund or buy-back guarantee to every direct seller on reasonable commercial terms which can be exercised within a period of 30 days, from the date of the distribution of the goods or services to the direct seller;

6. Notify and provide to every direct seller a cooling-off period which entitles such direct seller to:

   (a) The refund of any fee, including any `training fee, franchise fee, fees for promotional materials or other fees related solely to the right to participate as a direct seller, paid upon the return of all goods received at the time of joining;

   (b) Return any other goods purchased by the direct seller during the cooling-off period;

7. The promoter or key management personnel should not have been convicted of any criminal offence punishable with imprisonment in last 5 years by any Court of competent jurisdiction;

8. It shall have an office with identified jurisdiction of its operation in the State to facilitate and satisfy the consumers and direct seller to acquaint themselves with price of products, return or replacement of products and efficient delivery of goods and services, and post-sale redressal of grievances;

9. Any trading or marketing or sale activity not adhering the above condition/clause shall not be considered as Direct Selling and would be dealt appropriately under relevant laws.

Clause 3: Conditions for conduct of Direct Selling Business

Every Direct Selling entity shall comply with the following conditions:

1. It shall be the owner, holder, licensee of a trademark, service mark or any other identification mark which identifies the entity with the goods to be sold or supplied or services to be rendered;

2. It shall issue proper identity document(s) to its Direct Sellers;

3. It shall maintain proper records either manual or electronic of their business dealings, with complete details of their goods, services, terms of contract, price, income plan, details of direct sellers, including but not limited to enrolment, termination, active status, earning etc;

   (a) Every Direct Selling entity shall maintain a “Register of Direct Sellers” wherein relevant details of each enrolled Direct Seller shall be updated and maintained;

   (b) The details of Direct Sellers shall include and not be limited to verified proof of address, proof of identity and PAN;

   (c) The Register of Direct Sellers shall be in a machine readable and printable format

4. It shall maintain proper and updated website with all relevant details of the entity, contact information, its management, products, product information, product quality certificate, price, complete income plan, terms of contract with direct seller and complaint redressal mechanism for direct sellers and

consumers. The website should have space for registering consumer complaints and should ensure that grievances are addressed within 45 days of making such complaints;

5. It shall provide to all direct sellers their periodic account / information concerning, as applicable, sales, purchases, details of earnings, commissions, bonus and other relevant data, in accordance with agreement with the direct sellers. All financial dues shall be paid and any withholding made in a commercially reasonable manner;

6. It shall monitor the value of the purchases of all its Direct Sellers/Distributors on a monthly basis and once the purchase value crosses the taxation threshold; it must intimate the Direct seller/Distributor to pay the relevant tax, including GST;

7. It shall provide training or demonstration materials, catalogues, brochure etc. to the direct sellers generally free or only at cost if at all;

8. A Direct Selling entity shall not:

   (a) Use misleading, deceptive or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings, in their interaction with prospective or existing direct sellers;

   (b) Make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled;

   (c) Present any advantages of direct selling to any prospective direct seller in a false or deceptive manner;

   (d) Make or cause, or permit to be made, any representation relating to its direct selling practice, including remuneration system and agreement between itself and the direct seller, or to the goods or services being sold by itself or by the direct seller which is false or misleading;

   (e) Engage in, or cause or permit, any conduct that is misleading or likely to mislead as to any material particular by relating to its direct selling practice, including remuneration system and agreement between itself and the direct seller, or to the goods or services being sold by itself or by the direct seller;

   (f) Use, or cause or permit to be used, fraud, coercion, harassment, or unconscionable or unlawful means in promoting its direct selling practice, including remuneration system and agreement between itself and the direct seller, or to the goods or services being sold by itself or by the direct seller;

   (g) Require its direct sellers to provide any benefit or buy or acquire any goods or services, including entry fees and renewal fees in order to participate in its direct selling operations, other than the purchase of sales demonstration equipment or materials at a resale and for which no commission, bonus or price not exceeding their cost which are not for any other advantage will be given to any person;

   (h) Provide any benefit to any person for the introduction or recruitment of one or more persons as direct sellers;

   (i) Require the direct sellers to pay any money by way of minimum monthly subscription or renewal charges;

(j) Knowingly make, omit, engage or cause, or permit to be made, any representation relating to its Direct Selling practice, including remuneration system and agreement between itself and the direct seller, or the goods or services being sold by itself or by the direct seller which is false or misleading;

9. Notwithstanding the distribution system adopted by a direct selling entity, the Direct Selling Entity shall be responsible for compliance of these Guidelines by any member of its network of direct selling, whether such member is appointed directly or indirectly by the Direct Selling Entity.

Clause 4: Conditions for Direct Selling contract between Direct Seller/Distributor and Direct Selling Entity.

1. Every Direct Selling entity shall execute a contract agreement, whether directly or indirectly, with Direct Sellers before enrolment:

(a) The Agreement shall be provided in a manner consistent with Section 10 of the Indian Contract Act, 1872;

(b) In addition to the rights and obligations of parties to this agreement under these guidelines or any other law in force, parties shall have rights and obligations that are coextensive with rights and obligations of parties under the Indian Contract Act, 1872;

2. The agreement shall be made in writing, describing the material terms of participation and shall:

(a) Not compel or induce the direct seller to purchase goods or services in an amount that unreasonably exceeds an amount that can be expected to be sold to consumers or consumed within a reasonable period of time;

(b) Allow or provide the direct seller a reasonable cooling-off period in which to cancel participation and receive a refund for goods or services purchased and also of any consideration given to participate in the operations of the applicant.

(c) Allow for the termination of contract, with reasonable notice, in such instances and on such terms where a direct seller is found to have made no sales of goods or services for a period of up to two years since the contract was entered into, or since the date of the last sale made by the direct seller;

(d) Allow or provide for a buy-back or repurchase policy for currently marketable goods or services sold to the direct seller at the said direct seller's request at reasonable terms

Clause 5: Certain obligations of Direct Sellers

1. Direct Seller engaged in direct selling should carry their identity card and not visit the customer's premises without prior appointment/approval;

2. At the initiation of a sales representation, without request, truthfully and clearly identify themselves, the identity of the direct selling entity, the nature of the goods or services sold and the purpose of the solicitation to the prospective consumer;

3. Offer a prospective consumer accurate and complete explanations and

demonstrations of goods and services, prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service;

4. Provide the following information to the prospect/consumers at the time of sale, namely:

(a) Name, address, registration number or enrollment number, identity proof and telephone number of the direct seller and details of direct selling entity;

(b)A description of the goods or services to be supplied;

(c) Explain to the consumer about the goods return policy of the company in the details before the transaction;

(d) The Order date, the total amount to be paid by the consumer along with the bill and receipt;

(e) Time and place for inspection of the sample and delivery of good;

(f) Information of his/her rights to cancel the order and / or to return the product in saleable condition and avail full refund on sums paid;

(g) Details regarding the complaint redressal mechanism;

5. A direct seller shall keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him/her, in such form as per applicable law or as may be prescribed under law**.**

6. A direct seller shall not:

(a) Use misleading, deceptive and / or unfair trade practices;

(b) Use misleading, false, deceptive, and / or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of Direct Selling to any prospective direct seller, in their interaction with prospective direct sellers;

(c) Make any factual representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled;

(d) Present any advantages of Direct Selling to any prospective direct seller in a false and /or a deceptive manner;

(e) Knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the Direct Selling operation, including remuneration system and agreement between the Direct Selling entity and the direct seller, or the goods and / or services being sold by such direct seller which is false or misleading;

(f) Require or encourage direct sellers recruited by the first mentioned direct seller to purchase goods and / or services in unreasonably large amounts;

(g) Provide any literature and / or training material not restricted to collateral issued by the Direct Selling entity, to a prospective or existing direct sellers both within and outside the parent Direct Selling entity, which has not been approved by the parent Direct Selling entity;

(h) Require or encourage prospective or existing direct sellers to

purchase any literature or training materials or sales demonstration equipment and if at all required such purchase shall not be at a cost exceeding the cost of materials.

Clause 6: Relationship between Direct Selling Entity and Direct Seller

1. The relationship between Direct Selling entity and Direct Seller shall be determined as per the written agreement between the parties:

   (a) For rights and obligations that are expressly provided as conditions for the conduct of Direct Selling business under the guidelines for the Direct Selling entity and Direct Seller, the same shall prevail;

   (b) All other rights and obligations, shall be determined as per the express terms of written agreement unless expressly provided otherwise in the contract between a Direct Selling entity and Direct Seller;

2. The Direct Selling entity will be liable for grievances arising out of sale of products, services or business opportunity by its Direct Sellers;

3. It will be the responsibility of the Direct Selling entity to monitor and control the practices/methods adopted by the Direct Sellers;

Clause 7: Conduct for the Protection of Consumer

1. Direct Sellers and Direct Selling Entity shall take appropriate steps to ensure the protection of all private information provided by a consumer;

2. Direct Sellers and Direct Selling Entity shall be guided by the provision of the Consumer Protection Act 1986;

3. All complaints received over phone, email, website, post and walk-in should have a complaint number for tracing and tracking the complaint and record time taken for redressal;

4. Every Direct Selling company shall constitute a Grievance Redressal Committee whose composition, nature of responsibilities shall include but not limited to:

   (a) The Grievance Redressal Committee shall consist of at least three officers of the Direct Selling entity;

   (b) The Grievance Redressal Committee shall address complaints and inform complainants of any action taken;

   (c) Complaints may be made by any member of the general public against a Direct Seller of the company, an employee or any other officer of the entity;

   (d) All such grievances will be resolved directly by the Direct Selling Entity;

5. The direct selling entity shall provide information to the consumer upon purchase which shall contain:

   (a) the name of the purchaser and seller;

   (b) the delivery date of goods or services;

   (c) procedures for returning the goods; and

(d) warranty of the goods and exchange / replacement of goods in case of defect.

Provided that no Direct Seller shall, in pursuance of a sale, make any claim that is not consistent with claims authorized by the Direct Selling Entity.

6. Any person who sells or offers for sale, including an e-commerce platform / marketplace, of any product or service of a Direct Selling Entity must have prior written consent from the respective Direct Selling Entity in order to undertake or solicit such sale or offer.

Clause 8: Prohibition of Pyramid Scheme & Money Circulation Scheme

1. No person or entity shall promote a Pyramid Scheme, as defined in Clause 1(11) or enroll any person to such scheme or participate in such arrangement in any manner whatsoever in the garb of doing Direct Selling business

2. No person or entity will participate in Money Circulation Scheme, as defined in Clause 1(12) in the garb of Direct Selling of Business Opportunities.

Clause 9: Appointment of Monitoring Authority

1. The Nodal department to deal with the issues related to Direct Selling in the State of Andhra Pradesh will be the D/o CA, F & CS.

2. The nodal officers for the submission of undertakings and oversight of compliance by direct selling entities shall jointly be **Deputy Commissioner, Dept. of CA,F&CS** and **Addl. Director,** O/o Commissioner of Industries**, DoI&C.**

3. The nodal officers may designate other officers of the respective Departments may appoint any other person whom they deem fit and necessary to assist them in the implementation of these Guidelines.

4. Any direct selling entity conducting direct selling activities in the State of Andhra Pradesh shall submit an undertaking and proforma to the nodal officers, in the form of the attached proforma, stating that it is in compliance with these guidelines.

5. Direct selling entities shall also provide such details of its incorporation and other business details as may be notified from time to time. Such undertaking needs to be submitted to the Department annually.

Clause 10: Powers of entry and search into Direct Selling Entity / Direct Seller premises if any violation of guide lines takes place:-

(1) The Enforcement Officer, not below the rank of General Manager, Industries Dept., and Gazetted officer of Vigilance Enforcement Dept., Gagetted Food Inspector of Institute of Preventive Medicine and Inspector of Legal Metrology may with a view to securing compliance with this Order or to satisfy himself that this Order has been complied with:

(a) inspect or cause to be inspected
(b) require any person to give any information in his possession about the goods / services of the Direct Selling Entity / Direct Seller;

(c) stop and search forthwith, with such aid or assistance as may be necessary;

(d) enter and search, with such aid or assistance as may be necessary;

(e) The Enforcement Officer shall submit the enquiry report before the Joint collector of the District concerned.

The provisions of the Code of Criminal Procedure, 1973 (Central Act 2 of 1974) relating to search shall so far as may be, apply to searches under this order.

Clause 11: Appeal:

(1) Any person aggrieved by any order passed by the Joint Collector may within (7) days from the date of receipt by him/her, of such order appeal against such order, to the appellate authority.

(i) The Collector having jurisdiction over the area to the Collector in the District.

Clause 12: Revision:

(i) Any person aggrieved by an order may within thirty days from the date of communication to him / her of such an order, prefer a revision to the Commissioner, Industries & Commerce.

(ii) Pending disposal of the revision petition, the government may direct that the order under revision shall not have effect until the same is disposed off.

B.RAJSEKHAR

EX. OFFICIO PRINCIPAL SECRETARY TO GOVERNMENT

DECLARATION BY DIRECT SELLING ENTITIES/COMPANIES PROFORMA

PART – A

1	(i) Name of the Company (As Registered) (ii) CIN No: (iii) Name and address of Directors on Board(Enclose details)	
2	DETAILS OF REGISTRATION (WITH JURISDICTION) (a) Address of Registered Office (Enclose copy of Registration Certificate): (b) Email : (c) Telephone Nos: (d) Company Website: (e) Details of other registrations (with jurisdiction), if any (Attach copy of Registration Certificate) (f) Type of Entity (Private, Public, Trust, Ltd. Etc.)	
3	HEAD OFFICE & REGIONAL OFFICE (a)Address (b)E-mail (c) Details of Key Management Personnel as per registration under the Companies Act: (d) Details of Regional Office in the state of Andhra Pradesh: (e) Nodal Officer for interacting with D/o Consumer Affairs; (Name, designation, Tel No., e-mail, Fax, mobile No.) (f) Details of Nodal Officer for coordination with the Government of Andhra Pradesh (Name, designation, Tel No., e-mail, Fax, mobile No.):	
4.	Whether anyone from the Management was convicted by any court in the past within the past 5 years (from the date of application). If so, the details thereof;	
5.	Whether direct selling is of Products or services or both?	
6.	Details of License(s), Trade Mark or Principal Brand which identifies the company:	
8.	i. Address / Telephone Nos. / e-mails etc. of Customer Care & Grievance Redress Cells (HQ & State Branch(es) in Andhra Pradesh); ii. Details of Consumer Grievance Redress Committee as per guidelines: a. Member Name, Phone No and email: b. Member Name, Phone No and email: c. Member Name, Phone No and email:	

PART-B

(Direct Selling Business Details)

9	Details of Products / Services offered(Give link of websites)	Yes/No
10	Please confirm the following about your direct selling scheme:- (a) It has no provision that a Direct Seller will receive remuneration or incentives for the recruitment /enrolment of new participants and provide that direct sellers will receive remuneration derived only from the sale of goods or services. (b) It does not require a participant to purchase goods or services: i. for an amount that exceeds an amount for which such goods or services can be expected to be sold or resold to consumers; ii. for a quantity of goods or services that exceeds an amount that can be expected to be consumed by, or sold or resold to consumers; (c) It does not require a participant to pay any entry/registration fee, cost of sales demonstration equipment and materials or other fees relating to participation; (d) It provides a participant with a written contract describing the "material terms" of participation; (e) It allows or provides for a participant a reasonable cooling-off period to participate or cancel participation in the scheme and receive are fund of any consideration given to participate in the operations; (f) It allows or provides for a buy-back or repurchase policy for "currently marketable" goods or services sold to the participant at the request of the participant at reasonable terms; Note: 1. Give details in regard to the above in an enclosure. 2.In case any of the answers in this para is 'No', please provide full details with reasons in an enclosure.	Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No
11	(a) Whether proper identity document(s) to all the Direct Sellers are issued. (b) Whether you maintain "Register of Direct Sellers" wherein relevant details of each enrolled Direct Seller is updated and maintained with details including verifiable proof of address, proof of identity and PAN as per the Income Tax Act. (c) What is the mechanism for payment of any taxes and duties pertaining to sale of goods or services, including the mechanism of ensuring compliance from direct sellers and distributors. Give details.	Yes/No Yes/ No

12	(a) The website is proper and updated regularly with all relevant details, contact information, details pertaining to management, products, product information and complaint redress mechanism for direct sellers and consumers. (b) There are arrangements for registering consumer complaints online or otherwise and grievances are resolved within 45 days of date of making such complaints. Details to be provided.	Yes/No Yes/No
13	Notes/Remarks, if any.	

Part – C

(UNDERTAKING)

*** * ***

I / We, …… in the capacity of …… of the..
…… company / firm declare that we are compliant with the following:

(a) We do

not promote a Pyramid Scheme, as defined in Clause1(11) or enroll any person to such scheme or participate in such arrangement in any manner what so ever in the garb of doing Direct Selling business.

(b) We do not
participate in Money Circulation Scheme, as defined in Clause1(12) in the garb of Direct Selling of Business Opportunities.

(c) We are compliant with all the remaining aspects mentioned in the guidelines issued vide GSR 1013(E), October 26, 2016 (Gazette of India) by the Department of Consumers, Ministry of Consumer Affairs, Food and Public Distribution and shall also provide such details as may be required by the Government of Andhra Pradesh from time to time

Place: Sd/-

Date:

Name……

Designation…… Tel

SEAL OF THE

COMPANY

No……

E-mail:…….

List of documents to be provided:

1. Certificate of Registration/Bye-laws/Memorandum of Association
2. List of Board of Directors, with contact details
3. Brief details of direct selling scheme and compensation plan.
4. Sample of contract with direct sellers/distributors.
5. Copy of the undertaking submitted to the Department of Consumer Affairs, Government of India
6. Copies of compliances, including licenses or registrations for the sale of goods or services

GUIDELINES FOR THE DIRECT SELLING ENTITIES

FAQs

1. Clause 1.4

"Direct Seller" means a person appointed or authorized, directly or indirectly, by a Direct Selling Entity through a legally enforceable written contract to undertake direct selling business on principal to principal basis." **How shall digital and e-contracts be treated?**

Answer: The 'written contract' includes e-contracts or digital contracts and the same shall be governed as per the provisions of the Information Technology Act , 2000.P

2. Clause 1.6 (Proviso)P

"Provided that such sale of goods or services occurs otherwise than through a "permanent retail location" to the consumers, generally in their houses or at their workplace or through explanation and demonstration of such goods and services at a particular place". **Does this Proviso mean that every sale needs to take place away from permanent retail location only?**

Answer: **Clause 1.6 does not restrict / preclude sales made from permanent retail location. However, direct selling entity will be governed by these guidelines.**

3. Clause 2.2

"Provide a mandatory orientation session to all prospective direct sellers providing fair and accurate information on all aspects of the direct selling operation, including but not limited to the remuneration system and expected remuneration for newly recruited direct sellers''. **Whether the training/orientation provided by the Direct Seller to other prospective Direct Sellers would be in compliance to this clause?**

Answer: Yes, the training / orientation will be provided by the Direct Selling Entity or by a Direct Seller or by any authorized representative of Direct Selling Entity, either in person or through any digital means.

4. Clause 2.8

"It shall have an office with identified jurisdiction of its operation in the State to enable the consumers and direct seller to acquaint themselves with price of products, return or replacement of products and efficient delivery of goods and services, and post-sale redressal of grievances" **Whether an office in one State can be designated as focal point for jurisdiction of two or more states?**

Answer: An office in one particular State can be designated having jurisdiction over two or more states, subject to the accessibility of the consumers, where Direct Sellers/consumers can interact with the Direct Selling Entity / Authorized representative of Direct Selling Entity.

5. Clause 3.3 (b)

"The details of Direct Sellers shall include and not be limited to verified proof of address, proof of identity and PAN". **Should the Direct Selling Entity take verified proof of address, identity and PAN?**

Answer. The requirement of PAN shall be as per the provisions of the Income Tax Act, 1961. Direct Sellers should submit to Direct Selling Entity, any photo ID card as issued by the State or Central government. These ID cards could be from the following-: Aadhaar Card, Driving License, Voter ID Card, Passport and Ration Card or any other identity document issued by the state or central government which can be verified.

6. Clause 3.8

"Notwithstanding the distribution system adopted by a direct selling entity, the Direct Selling Entity shall be responsible for compliance of these Guidelines by any member of its network of direct selling, whether such member is appointed directly or indirectly by the Direct Selling Entity". **How will a Direct Selling Entity ensure compliance of these Guidelines by Direct Sellers?**

Answer: To comply to this clause, Direct Selling Entity shall sign an addendum to the current contracts with the existing Direct Sellers. For the Direct Sellers to be appointed herein-after, this clause shall be added in the contract signed by both the parties. The Direct Selling Entity should ensure that it contractually binds its Direct Sellers to comply with these Guidelines and take disciplinary action against reported non- compliance.

7. Clause 4.2(c)

"Allow for the termination of contract, with reasonable notice, in such instances and on such terms where a direct seller is found to have made no sales of goods or services for a period of up to two years since the contract was entered into, or since the date of the last sale made by the Direct Seller". **When can the contract between Direct Selling Entity and Direct Seller be terminated?**

Answer: The date of termination shall be provided or governed by the respective conditions of the contract executed between Direct Selling Entity and Direct Seller or by giving notice of reasonable period by either party say one month or as per the provisions of the Indian Contract Act.

8. Clause 6.2

The Direct Selling Entity shall be liable for grievances arising out of sale of products and services or business opportunity by the Direct Seller. And

Clause 6.3

"It will be the responsibility of the Direct Selling entity to monitor and control the practices/methods adopted by the Direct Sellers".

Does this mean that only the direct selling entity will be liable for all grievances arising out of sale of products and services or business opportunity by the direct seller?

Answer. It is clarified that the Direct Selling Entity will be responsible for the quality of products and services and it will guide and help the Direct Seller to follow best practices in the interest of consumers. The scope and specific liabilities of the Direct Seller in such cases will be defined in unambiguous terms in the contract signed. By way of providing in the contract, every Direct Selling Entity shall define and develop some mechanism to monitor the practices being adopted by its Direct Sellers.

9. Clause 7.5

Industry: It appears to be a typographical error in this Clause. As the consumer is buying the products or services from the Direct Sellers, it should be the Direct Seller which will provide various details listed in this sub-clause. **Please clarify.**

Answer – Yes, it should be the Direct Seller. Please read Direct Seller in place of Direct Selling entity in this sub-clause.

B.RAJSEKHAR,

EX.OFFICIO PRINCIPAL SECRETARY TO GOVERNMENT